

ATTACHMENT "A"

PUBLIC BUILDING COMMISSION

REAL ESTATE SALES AGREEMENT

This Agreement, made and entered into by and between **Chrystyna Storonskij**, hereinafter called "*Seller*", whether one or more, and **Public Building Commission**, representing the City of Lincoln and Lancaster County, hereinafter called "*Buyer*".

WITNESSETH:

1. *Seller*, in consideration of Sixty thousand, (\$60,000), to be paid upon the date of closing and completion of this sale, hereby agrees to sell and convey, and *Buyer* agrees to purchase the following described real estate, to-wit:

Lot 7, Block 145, Original Plat

together with all fixtures and equipment permanently attached to said premises, but no personal property included.

Seller makes no warranties as to the condition of any property purchased pursuant to this Agreement, and *Buyer* understands that any property purchased hereunder shall be in "as-is" condition; said conveyance to be subject to covenants, easements, and restrictions of record.

2. *Buyer* to acquire title insurance at *Buyer's* expense. *Buyer* agrees to furnish *Seller* a written legal opinion showing defect, if any, in the title to said real estate not later than ten (10) days prior to the date of closing and completion of this sale, hereinafter provided. If any defects in the title are discovered, *Buyer* shall furnish a copy to the *Seller* showing such defects. If such defects in the title can be corrected prior to closing, *Seller* shall correct said defects at its expense. If such defects in title cannot be corrected prior to closing, this Agreement shall, at the opinion of the *Buyer*, become null and void and both parties will be released from their covenants and obligations hereunder.

3. *Seller* agrees to pay all taxes for all prior years and including 2000 and any special assessments or taxes assessed against the above-described property before this Agreement is executed by both parties.

4. Real estate taxes for 2001, if any, shall be prorated to the date of closing at the 2001 tax rate.

5. *Seller* agrees to give *Buyer* possession of the said real estate on closing. *Seller* further agrees not to alter or remove any portion of said real estate.

6. *Seller* agrees to convey said real estate to *Buyer* by good and sufficient warranty deed, free and clear of all encumbrances, except as herein stated otherwise.

7. It is understood and agreed that this Agreement is conditional upon *Seller* having a good, valid and merchantable title in fee simple to said real estate.

8. It is understood and agreed that rents, if any, are to be adjusted on and as of the date of closing and completion of this sale.

9. It is understood and agreed that *Buyer* shall in no manner be bound by the terms and conditions of this Agreement until the sale has been properly executed as provided by the Charter of the City of Lincoln, Nebraska.

10. *Buyer* and *Seller* agree to close and complete this sale in accordance herewith on or before the 1st day of November, 2001.

IN WITNESS WHEREOF, *Buyer* and *Seller* have caused these presents to be executed as of the dates below indicated.

Executed by *Seller* this 12 day of October, 2001.

Christyna Storonky

Executed by *Buyer* this 16th day of October, 2001.

ATTEST:

Public Building Commission

City Clerk

By: Larry Hudkins
Larry Hudkins, Chairperson

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

On October 12, 2001, before me, the undersigned a Notary Public duly commissioned for and qualified in said County, personally came Chrystyna Stomwsky, to me known to be in the identical person(s), whose name(s) is (are) affixed to the foregoing instrument and acknowledged the execution thereof to be his, her, or their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

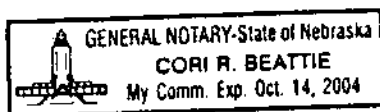


Kenneth R. Olsen
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

On October 16, 2001, before me, the undersigned a Notary Public duly commissioned for and qualified in said County, personally came Don Wesely, known to me to be the Mayor of City of Lincoln, Nebraska, a municipal corporation, and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal the day and year last above written.



Cori R. Beattie
Notary Public